

**AGREEMENT
BETWEEN
VERIZON NORTH INC. F/K/A GTE NORTH INCORPORATED
VERIZON SOUTH INC. F/K/A GTE SOUTH INCORPORATED
AND
MTCO COMMUNICATIONS, INC.
SUPPLEMENTING ADOPTED TERMS**

THIS AGREEMENT is by and between Verizon North Inc. f/k/a GTE North Incorporated/Verizon South Inc. f/k/a GTE South Incorporated ("Verizon") and MTCO Communications, Inc. ("MTCO"), VERIZON and MTCO being referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the state of Illinois (the "State").

WHEREAS, MTCO has previously adopted terms (the "Adopted Terms") of the Interconnection, Resale and Unbundling Agreement between GTE and US Xchange, Inc. ("Underlying Agreement") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act");

WHEREAS, the Underlying Agreement was approved by the Commission's Order on February 3, 1999 in Docket No. 98- NA-042, and MTCO's adoption of the Adopted Terms was approved by the Commission's Order dated August 11, 1999 in Docket No. 99 NA-012;

WHEREAS, subsequent to the approval of the Underlying Agreement and the adoption of the Adopted Terms, MTCO notified VERIZON that it desired to supplement the Terms with this Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Adopted Terms, the Parties now wish to supplement the Adopted Terms as follows.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the terms and conditions in Attachment 1 to this Agreement shall govern the provision of certain Unbundled Network Elements (UNE's).

2. For administrative ease, and without waiving their rights to challenge the legality of the Adopted Terms, the Parties have agreed to apply the Adopted Terms to the provision of UNE's, except to the extent inconsistent with any terms and conditions contained herein or in Attachment 1.¹ Specifically, the Parties have agreed that this Agreement, including Attachment

¹ The Parties' reservation of rights and positions regarding the Terms set forth in the Adoption Letter, dated March 3, 1999, are incorporated by reference and restated as if fully set forth herein. Furthermore, notwithstanding this Agreement, the Parties do not waive, and hereby expressly reserve, the right to challenge the FCC Collocation Rules and/or whether this Agreement meets the requirements of those Rules. Finally, the Parties further expressly reserve their rights pursuant to the Adopted Terms, in the event that such Rules are later modified or eliminated due to changes in legal requirements.

1 shall supplement Article VI of the Adopted Terms. If a Party disputes the application of a specific term or condition in Attachment 1, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of the Adopted Terms.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon execution by both Parties.*

Verizon North Inc. f/k/a GTE North Incorporated MTCO Communications, Inc.
Verizon South Inc. f/k/a GTE South Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

*VERIZON has agreed to allow this Agreement to become effective upon execution in order to permit MTCO to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. In light of this, MTCO hereby agrees that its obligations regarding indemnification and confidentiality set forth in the Adopted Terms shall remain in effect notwithstanding the Commission's possible rejection of this Agreement.